

BEFORE THE
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:)
)
MARK ZAAR,)
)
 v) No. 01-0406
)
COMMONWEALTH EDISON COMPANY)
and ILLINOIS BELL TELEPHONE)
COMPANY,)
)
Complaint as to relocating an)
existing utility pole in 33546)
N. Lake Shore, Gages Lake,)
Illinois.)

Chicago, Illinois
July 23, 2001

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES:

MR. MARK ZAAR,
33546 North Lakeshore,
Gages Lake, Illinois 60030,
appeared pro se, telephonically;

1 APPEARANCES: (Cont'd.)

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3 FOLEY & LARDNER, by
4 MR. WALTER C. HAZLITT, JR.,
5 70 West Madison Street,
6 Chicago, Illinois 60602,
7 appeared for Commonwealth Edison Company,
8 telephonically;

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10 MR. JAMES HUTTENHOWER,
11 225 West Randolph Street,
12 Chicago, Illinois 60606,
13 appeared for Ameritech, telephonically.

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16 SULLIVAN REPORTING COMPANY, by
17 Teresann B. Giorgi, CSR

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1 JUDGE RILEY: Pursuant to the direction of the
2 Illinois Commerce Commission, I now call Docket
3 No. 01-0406. This is a complaint by Mr. Mark Zaar
4 against Commonwealth Edison and Ameritech with
5 regard to the relocation of an existing utility pole
6 in Gages Lake, Illinois.

7 We just had someone join us, didn't
8 we?

9 MR. JACOBS: Yes. Bob Jacobs from ComEd just
10 joined.

11 JUDGE RILEY: Okay. Thank you, Mr. Jacobs.

12 Beginning with Mr. Hazlitt from
13 Foley & Lardner, would you enter an appearance for
14 the record, please.

15 MR. HAZLITT: Sure. Walter Hazlitt,
16 H-a-z-l-i-t-t, Foley & Lardner, 70 West Madison
17 Street, Chicago, Illinois 60602, for Commonwealth
18 Edison. And Robert Jacobs has just joined us from
19 ComEd.

20 JUDGE RILEY: Okay. Thank you.

21 And Mr. Huttenhower?

22 MR. HUTTENHOWER: Jim Huttenhower,

1 H-u-t-t-e-n-h-o-w-e-r, from Ameritech, 225 West
2 Randolph Street, Suite 25D, Chicago 60606.

3 JUDGE RILEY: Thank you.

4 And Mr. Zaar, you're still proceeding
5 without an attorney, is that correct?

6 MR. ZAAR: That's correct.

7 JUDGE RILEY: All right.

8 This is another status session in this
9 matter, the third one that we have had. And as I
10 recall from our last status there was -- it seemed
11 to me there had been some progress toward resolving
12 this without a hearing, am I correct in my
13 assumption? I'll begin with you, Mr. Zaar.

14 MR. ZAAR: From the last meeting I thought there
15 was a lot of progress. I'm just trying to get it in
16 writing and that's all I'm waiting for. I think I
17 made one sentence change to what was on Ameritech's
18 paperwork and sent them a copy of it back along with
19 my check.

20 I think, according to Jim Huttenhower,
21 that everything was okay on there. And I don't know
22 if that's correct or not, Jim.

1 JUDGE RILEY: Well, let's ask Mr. Huttenhower.
2 What's your assessment?

3 MR. HUTTENHOWER: Well, at the last status
4 Mr. Zaar had asked whether Ameritech could bill him
5 in a certain way, sort of not to exceed quotation
6 and we were able to do that and prepared, you know,
7 like a revised contract, and that's the paperwork
8 that Mr. Zaar was referring to a moment ago.

9 And I think, from our end, everything
10 is set to go. As a general matter, I think, Edison
11 goes first on these jobs, you know, with their work.
12 And so I assume once they're ready to go then we can
13 go, as well.

14 JUDGE RILEY: Edison, does that sound correct to
15 you?

16 MR. HAZLITT: I don't know the exact order.
17 I'll have to defer to Mr. Jacobs on that. But I
18 know that we've been in touch and ComEd and
19 Ameritech has been coordinating their efforts. Our
20 position has always been, we're ready to go for the
21 contract that Mr. Zaar has signed.

22 JUDGE RILEY: Okay.

1 MR. JACOBS: Yeah, that is normally the case
2 that we set the new pole, transfer our equipment and
3 then the telephone company will come back at a later
4 time and transfer their equipment.

5 JUDGE RILEY: Then, what are we waiting for
6 right now? What is the next step?

7 MR. ZAAR: I think the next step, as far as I'm
8 concerned is, I got a contract from ComEd and all's
9 I wanted changed in the contract was, they had a
10 sentence that said I would still be liable for
11 charges incurred by Ameritech for moving their
12 equipment and the pole.

13 And as per our last meeting, I thought
14 we had established that ComEd was in charge of
15 moving the pole. And I did since agree to pay
16 Ameritech to remove the pole because they wouldn't
17 allow me to do it even though they thought
18 previously I would be able to. They wouldn't give
19 me a figure on exactly what it cost to remove the
20 pole. It would still be included under that \$2,000
21 cap. She told me it would be less than \$200 in
22 costs. Cheri Griffith, your administrator, told me

1 that. So I just said, You know what, I'm not going
2 to fight about it anymore, okay, you guys can remove
3 the pole.

4 ComEd's statement leaves it open for
5 Ameritech to bill me a portion of the cost to moving
6 the pole. And I spoke with Walter Hazlitt in about
7 getting that changed and we were just looking for
8 some kind of a different description that works for
9 that, and we hadn't made any progress on that.
10 That's what I was waiting to hear about last week.

11 JUDGE RILEY: That brings me back to my original
12 question is, what is the next move in this matter?
13 How do we --

14 MR. ZAAR: I need the document from ComEd.

15 MR. HAZLITT: What Mr. Zaar is referring to, we
16 have the contract which states the price and the
17 scope of the work. What Mr. Zaar is referring to is
18 an agreement regarding this proceeding and resolving
19 the issues that exist between us and I've been in
20 touch with him in that regard.

21 JUDGE RILEY: Mr. Hazlitt, was that you just
22 now?

1 MR. HAZLITT: Yes, it was.

2 JUDGE RILEY: Okay. The Court Reporter is
3 having trouble identifying the voices.

4 Is there something forthcoming from
5 ComEd to Mr. Zaar? Is there going to be an exchange
6 of paperwork, again or. . .

7 MR. HAZLITT: There's going to be an agreement
8 to resolve our position in this proceeding. I can
9 send that out to him today.

10 MR. ZAAR: So what we've discussed -- this is
11 Mark Zaar, sorry.

12 So what we've discussed is, ComEd is
13 going to remove the pole, move all their equipment,
14 refasten it to the street or whatever they do to it
15 and straighten it out. And Ameritech is going to be
16 responsible for moving their equipment, the cable
17 line and cutting down the old pole. And in plain
18 English, is that what we've come to as an agreement?

19 MR. HUTTENHOWER: I think that's right. This is
20 Jim Huttenhower.

21 MR. ZAAR: Because where we stand now is I've
22 signed Ameritech's contract with that stipulation

1 that I added. And from what I understand they've
2 accepted that, and I don't know if I'm speaking for
3 you or not in that matter. And I've sent them a
4 check and a faxed copy of the check, which they
5 should have in their possession.

6 ComEd, you know, I'm willing to
7 release them from this. I'm willing to put the
8 whole thing to bed. What I wanted as clearly
9 defined as possible as to who's doing what because
10 whatever ComEd isn't doing, I'm going to be liable
11 up to a point with Ameritech. And that's all I was
12 trying to get clarified. And it was only one
13 sentence, I think, that really needed to be changed
14 and one paragraph, to release you guys. And I
15 didn't know if there was a problem with that because
16 I hadn't heard back from you.

17 JUDGE RILEY: Mr. Huttenhower, is there going to
18 be some kind of an amended document given to
19 Mr. Zaar from Ameritech?

20 MR. HUTTENHOWER: No -- I mean, we signed -- or
21 rather he signed -- we did an amended work order and
22 he signed that and sent us a check, and as far as I

1 know, we're ready to go on the project at the
2 appropriate point, you know, I guess after Edison
3 finishes his work -- its work.

4 I got the sense from what Mr. Zaar
5 just said that he might be looking for something
6 revised from Edison, but I --

7 MR. ZAAR: Yeah, that is what I'm looking for.
8 I'm sorry I didn't make it clear. I'm looking just
9 for the release form from Edison. And the only
10 sentence that needed to be changed is one saying
11 that Commonwealth Edison was going to be responsible
12 for moving the pole, putting a new pole in and the
13 cost associated with it. Because the way they had
14 it phrased, it still leaves it open for Ameritech to
15 bill me for relocating the pole, as well.

16 MR. JACOBS: This is Bob Jacobs --

17 MR. HAZLITT: Walter Hazlitt.

18 My understanding is that while,
19 Mr. Jacobs, you can correct me if I'm wrong, we're
20 not charging you for the pole, Ameritech may have a
21 portion of its cost involved in buying into the
22 pole.

1 MR. ZAAR: That's been an argument about since
2 the beginning.

3 MR. HAZLITT: And that's something ComEd doesn't
4 have any control over.

5 MR. ZAAR: I understand that, but I have a
6 contract with ComEd to move the pole. And despite
7 all the previous agreements and discussions we've
8 had, you're now saying that Ameritech may still bill
9 me a portion of what you guys charged to put up that
10 new pole.

11 MR. JACOBS: This is Bob Jacobs from ComEd.
12 Earlier I think -- just so the record
13 is clear, Mr. Zaar, I believe said that ComEd would
14 remove the pole. ComEd will install the new pole,
15 Ameritech will remove the old pole, just so that's
16 clear.

17 MR. ZAAR: Right, I'm sorry if I --

18 MR. JACOBS: When we send the initial bill to
19 Mr. Zaar, we billed him for a new pole and things
20 like that. The revised charges, when we got this
21 down to the \$1800 amount, we're actually not billing
22 Mr. Zaar any charges for the pole. All we're

1 billing with that \$1800 is actually transferring our
2 equipment.

3 Now, we are going to put a new pole in
4 in the course of our work here, but we are not
5 charging him for the new pole.

6 MR. ZAAR: Okay, is Ameritech charging me for
7 the new pole?

8 JUDGE RILEY: Mr. Huttenhower?

9 MR. HUTTENHOWER: My understanding, as we've
10 talked before, is that since -- in any of these, you
11 know, joint pole situations, in part Ameritech --
12 you know, Edison is doing some work for Ameritech --
13 or that benefits Ameritech, i.e., putting up a new
14 pole that, you know, we can hang our stuff on, and
15 we're doing work that benefits Edison, that is,
16 taking down an old pole that they had their stuff
17 on. And that the companies, as a general matter,
18 cross-bill each other sort of a nominal amount, you
19 know, based on the fact that, you know, one is doing
20 work for the other.

21 It is my understanding that the work
22 we're doing for Mr. Zaar -- or, you know, the

1 estimate and what we're charging Mr. Zaar, may
2 include one-half -- you know, what we would have to
3 pay Edison for, you know, putting up a new pole,
4 which I guess on top of their cost of putting up a
5 pole.

6 MR. ZAAR: So, really, that whole issue never
7 got resolved even though we thought it did last
8 week.

9 Like, what I said to ComEd, Will you
10 follow and abide with your contract and relocate
11 that pole regardless of how Ameritech proceeds?
12 They said, Yes. And now what they're saying is,
13 they're going to do it but only if I pay half to you
14 guys. And that is not what was discussed at the
15 last meeting and I don't think that we can stretch
16 it in any way and say that that's what was agreed on
17 by me.

18 MR. JACOBS: This is Bob Jacobs.

19 From our position -- you know, our
20 position has not changed on this. You know, we
21 agreed to do that work for 1800 and -- forgive me on
22 the dollars, 1894, I think, or 1849, we agreed to do

1 it for that amount. And like I said, we are not
2 charging you for a pole.

3 MR. ZAAR: I understand that. But now what your
4 attorney is telling me is that with the revision
5 they sent me is that I have to -- the only way to
6 release everybody from this matter, is to sign off
7 saying that I'm not done paying for it.

8 Let me just ask this question bluntly
9 one more time. Pretend that I released ComEd from
10 this proceeding right now, will you guys go ahead
11 put a new pole in, move all your equipment on it so
12 I can get power to my house?

13 MR. JACOBS: Yes, we will.

14 MR. ZAAR: And that would imply that I have no
15 agreement, whatsoever, with Ameritech?

16 MR. HAZLITT: I don't think we can comment on
17 what agreement that you would have with Ameritech.

18 JUDGE RILEY: I don't know -- I'm not sure even
19 what that means.

20 MR. ZAAR: What I'm trying to understand is, I'm
21 still back to where I was where I'm paying both
22 sides to move this pole even though I have an

1 agreement with ComEd to relocate the pole. And
2 ComEd is claiming now that they're not even charging
3 me to move the pole, but I'm going to have to pay
4 Ameritech to do part of it. Is that where we're at?

5 MR. HUTTENHOWER: Well, if Ameritech has to pay
6 ComEd because they're putting up a new pole that
7 we're using, that's an actual cost to Ameritech
8 regardless of whatever agreement you might have with
9 Edison or how they might be charging you.

10 MR. ZAAR: I can totally appreciate that that's
11 the cost to Ameritech, but that goes back to the
12 crust of my argument that I have an agreement with
13 ComEd, which encompasses moving this pole. It
14 doesn't say, Relocate our portion of the pole. And
15 we're back -- I don't understand how ComEd could
16 actually move that pole under the agreement they
17 currently have because they're not willing to do it
18 now.

19 JUDGE RILEY: I thought ComEd was willing to do
20 it now. That they've been paid --

21 MR. ZAAR: Only if I pay Ameritech half of what
22 their actual costs are to move it, is that correct?

1 MR. HAZLITT: We're not commenting on what you
2 need to pay Ameritech. All we're saying is that we
3 don't know what Ameritech is charging. And that you
4 should be aware that there are charges that may, you
5 know, involve Ameritech relocating their equipment.

6 MR. ZAAR: I have no problem paying for
7 Ameritech to relocate their equipment. I have no
8 problem paying for them to relocate the cable TV
9 line. I have no problem paying for them to remove
10 the pole, even though I was told originally I could
11 pay them that other way. I do have a problem paying
12 them to relocate that pole. And that's all I'm
13 looking for in the agreement from ComEd, is that you
14 guys are bearing the cost of moving and putting a
15 new pole in. That's how I understood our
16 discussions from previous meetings.

17 JUDGE RILEY: I'm not even certain we're talking
18 about the same thing here. What additional cost is
19 going to be involved? You've already paid
20 Commonwealth Edison \$1894 and they've agreed to do
21 their portion of the work for that money, is that
22 correct?

1 MR. HAZLITT: Correct.

2 JUDGE RILEY: All right.

3 Now, Mr. Zaar, what other cost is
4 going to be involved?

5 MR. ZAAR: Ameritech, still under the agreement
6 that ComEd has sent me, has the right to bill me for
7 their costs associated with moving the pole, not
8 moving their equipment.

9 JUDGE RILEY: Now that's Ameritech has the right
10 to bill you.

11 MR. ZAAR: Right. Which implies ComEd has not
12 fully billed me.

13 JUDGE RILEY: Why does that imply that ComEd has
14 not fully billed you?

15 MR. ZAAR: Because they're expecting half of the
16 cost to be paid by me through Ameritech.

17 MR. JACOBS: You know, to be honest with you,
18 sir, you know, we really are not concerned with how
19 much money you pay Ameritech.

20 MR. ZAAR: I'm not concerned with that, either.
21 And I understand you're not concerned with the
22 actual amount.

1 MR. JACOBS: Right.

2 MR. ZAAR: I'm just concerned with what it's
3 for. I'm willing to pay Ameritech to move their
4 equipment, the cable line, and remove the old pole.
5 I just want -- that's all I'm -- that's what the
6 discussion was. I'm paying ComEd to put a new pole
7 in. I'm paying ComEd to move their equipment. I'm
8 paying Ameritech to move their equipment. I'm
9 paying Ameritech to move the cable line. I'm paying
10 Ameritech to take down the old pole. And that
11 was -- as far as I remember and understood, that was
12 the agreement at the last meeting.

13 JUDGE RILEY: Then, Mr. Zaar, the problem then
14 is that you think there's going to be an additional
15 charge of some kind?

16 MR. ZAAR: Ameritech, in their actual cost, are
17 going to include the fact that they're paying for a
18 portion of the new pole, is what's going to be
19 included in Ameritech's actual cost basis to me.

20 JUDGE RILEY: And this is over and above an
21 amount that's been agreed upon?

22 MR. ZAAR: You see the amount that's been agreed

1 upon is a not to exceed number of \$2,000.

2 JUDGE RILEY: And you're saying that Ameritech's
3 costs are going to exceed \$2,000?

4 MR. ZAAR: No, no. What I'm saying is that not
5 to exceed \$2,000 was to include moving the cable
6 line, moving the phone line, and removing the old
7 pole. But that's not really what's included in that
8 not to exceed number. What's included now is also
9 whatever ComEd decides to bill Ameritech for the new
10 pole.

11 JUDGE RILEY: And that cost you think is going
12 to passed along to you?

13 MR. ZAAR: I know it is from what they've just
14 explained to me. Is that incorrect?

15 MR. HUTTENHOWER: I think if we're billed by
16 Edison, you know, our half of that pole, and that's
17 a legitimate cost that Ameritech's incurring to do
18 this job, and it would be part of the up to \$2,000
19 not to exceed cost.

20 MR. HAZLITT: That's how I understand it.

21 JUDGE RILEY: I'm not 100 percent sure,
22 Mr. Huttenhower just exactly how you described that.

1 Is that cost going to be within the
2 not to exceed \$2,000?

3 MR. HUTTENHOWER: At most Mr. Zaar is going to
4 pay \$2,000, whether it costs us \$7,000. That's
5 correct.

6 JUDGE RILEY: Mr. Zaar, what complaint do you
7 have with regard to that?

8 MR. ZAAR: My complaint is the division of
9 labor. Because if -- on the other flip side, if
10 Ameritech only has \$1,000 in cost in this, I'm only
11 paying \$1,000. The division of labor, as we've
12 described it in the previous hearing, and I don't
13 have a copy of the transcript, but again, was that
14 ComEd is in charge of taking that pole, moving it,
15 equipment, moving it. ComEd's done.

16 Ameritech takes their equipment, moves
17 it onto the new pole. Takes the cable line, moves
18 it onto the new pole and removes the old pole. And
19 those are the costs that I'm supposed to be billed
20 from Ameritech for and that falls under the cap.

21 My contention in the whole thing has
22 been that there isn't \$2,000 in work in doing that.

1 There may well be, which I'm fully prepared to pay
2 if that's the only place those costs are incurred.
3 I just don't want to pay costs incurred associated
4 with a new pole to Ameritech after ComEd has billed
5 Ameritech, because I've already had an agreement
6 with ComEd to put a new pole in. That's all I'm
7 trying to avoid.

8 MR. JACOBS: You had an agreement with ComEd to
9 do ComEd's portion of the work. Now, originally our
10 charges were in excess of \$3,000. You know, we
11 elected, you know, in the interest of getting this
12 done and in working with our customer, to reduce
13 those charges substantially to \$1894, and we did
14 that. We sent you a contract. You agreed to that.
15 And we stand ready to move forward with our portion
16 of the work, you know, to do that.

17 Now, on every pole that the phone
18 company and ComEd are on, it's a joint pole.
19 Whenever any work is done as far as installing a new
20 pole, removing an old pole, there's a cost-sharing
21 that goes on between the two companies because we're
22 both on that pole.

1 But, you know, in this case we are not
2 charging you anything to install our portion of the
3 pole or remove our portion of the pole. There are
4 no pole charges in our charges to you. And that's
5 what, you know, we as ComEd can speak to.

6 MR. ZAAR: Right, but you and ComEd does not
7 claim that you're not billing Ameritech to put that
8 new pole in.

9 MR. JACOBS: Mr. Zaar, on every joint pole
10 there's a billing that will go back and forth
11 between ComEd, on this pole as well as any of the
12 other, probably, hundreds of thousands of poles that
13 we are in joint with Ameritech on.

14 Typically, we would install a pole.
15 Typically, they would remove the pole. Typically,
16 they would pay us half -- reimburse us for half of
17 installing a new pole and we would reimburse them
18 half of removing an old pole. And that's done
19 across the system with hundreds of thousands of
20 poles.

21 MR. ZAAR: I can appreciate the way it's done.
22 I'm not questioning it.

1 With our agreement last week -- what
2 I'm asking you is how -- pretend that me and
3 Ameritech never came to any kind of a conclusion,
4 okay, we're still at each other's throats and we're
5 not going anywhere. How would you guys possibly
6 proceed with putting your new pole in and putting
7 your equipment on it and moving that, how is that
8 possible, if Ameritech is still billing me for your
9 portion of the work?

10 MR. JACOBS: And here, again, we at ComEd do not
11 know what Ameritech is billing you for or not
12 billing you?

13 MR. ZAAR: Pretend that their not -- pretend
14 that I'm going to dispute this further with
15 Ameritech. How would it be possible for you guys to
16 proceed with your work?

17 JUDGE RILEY: Would ComEd just go ahead with
18 their portion of the work?

19 MR. JACOBS: Normally, what we would do is we
20 would wait until we have a signed agreement, joint
21 work agreement between the two companies. I
22 understand that agreement has been signed and it is

1 on the way to our company. You know, I would
2 suppose that if we couldn't resolve the joint work
3 issues, we would probably proceed anyway. But , you
4 know, we would like to have those joint work
5 agreement issues resolved first. And my
6 understanding is that it has been resolved and a
7 joint work agreement is on its way to our company
8 and then we will proceed with the work.

9 JUDGE RILEY: So ComEd is going to go ahead,
10 under any circumstances, once they get the joint
11 agreement signed, is that correct?

12 MR. JACOBS: That's correct.

13 MR. ZAAR: But they're not going to sign it if
14 there's this problem about they're going to back
15 bill Ameritech which comes back to me. So in
16 reality, ComEd is billing me through Ameritech.

17 MR. HAZLITT: Well, obviously, we cannot speak
18 to whatever Ameritech is or isn't billing you for.

19 MR. ZAAR: My question is, ComEd has a problem
20 in their release agreement with putting down the
21 fact that Ameritech will only bill me for moving
22 their equipment, the cable, and removing the old

1 pole, that is a problem on ComEd's part right now.

2 MR. HAZLITT: Well, first of all, you're
3 speaking to a proposed settlement agreement and not
4 the original contract. So I don't know what the
5 appropriateness of talking about a proposed
6 settlement agreement is in this context.

7 Secondly, all that was meant to do was
8 to reflect the other possible charges, which we
9 cannot speak to on the part of Ameritech.

10 JUDGE RILEY: In other words, ComEd has no
11 control over Ameritech passing that cost along to
12 you, that's what they're saying.

13 MR. HAZLITT: Exactly.

14 MR. ZAAR: Except for the fact that ComEd is the
15 one that's sending that bill to Ameritech.

16 JUDGE RILEY: But that's -- from my
17 understanding from what has just been described by
18 Mr. Jacobs, this is done in the routine and ordinary
19 course of business on hundreds, if not thousands of
20 transactions. It seems to me what you want is it to
21 be suspended in your particular circumstance.

22 MR. ZAAR: No, what I want them to do is to

1 relocate the pole as per their contract.

2 JUDGE RILEY: They're going to do that.

3 MR. ZAAR: But they're not, because there are
4 going to be additional costs. If Ameritech does
5 nothing with that other pole, ComEd is going to put
6 the new pole in, charge me the \$1894. They're going
7 to send Ameritech a bill for some undisclosed amount
8 for that new pole. And Ameritech is going to bill
9 me for that new pole regardless of what other work
10 they're doing on the old one.

11 JUDGE RILEY: Mr. Huttenhower, let me come back
12 to you with regard to that. Is the Complainant's
13 assessment correct that Ameritech would pass that
14 cost along, or again is that going to be under that
15 \$2,000 limitation?

16 MR. HUTTENHOWER: Well, the most Mr. Zaar is
17 paying is \$2,000. That would include if Edison
18 charges us X amount of money for our half of the new
19 pole. That is a legitimate charge that we are
20 incurring for this job along with whatever charges,
21 you know, to move wires and to remove the pole.

22 JUDGE RILEY: Well, let's forget about the

1 moving of the pole.

2 Mr. Zaar, it seems to me that you've
3 gotten everything that you've asked for here.

4 MR. ZAAR: The only thing that I haven't gotten
5 is, if we look at the transcripts from the last
6 meeting, I can guarantee you that the understanding
7 was, ComEd was going to move the pole, move the
8 wires, and their equipment associated with the
9 electric service regardless of what Ameritech did.

10 Now, when they send me the settlement
11 agreement, they want me to sign off saying that I'm
12 going to be billed additional costs by Ameritech
13 associated with removing and replacing that pole.

14 JUDGE RILEY: But didn't I just understand
15 Mr. Huttenhower to say that regardless of whether or
16 not that cost is passed along to you it's still
17 going to be underneath that \$2,000?

18 MR. ZAAR: I agree. But my contention is that
19 from the beginning that if ComEd's work and their
20 agreement included moving that pole, that there
21 wasn't \$2,000 of work for Ameritech to do. I have a
22 not to exceed number of \$2,000. And that not to

1 exceed number was to include the cost associated
2 with moving the wires, the cable, and removing the
3 old pole, which I just agreed to this week.

4 Nothing associated with what ComEd was
5 going to bill them related to the new pole. That's
6 something that came up, and in my opinion, was
7 flipped in, because I think if we look at the
8 transcript from the last meeting, that is not at all
9 what was agreed on.

10 JUDGE RILEY: So what you're saying is that that
11 additional cost that ComEd is going to pass along to
12 Ameritech and Ameritech is going to pass along to
13 you is simply going to raise the figure higher under
14 that \$2,000, whereas --

15 MR. ZAAR: Sure.

16 JUDGE RILEY: -- if only \$1,000 of work was
17 originally going to be done, this could raise it up
18 to 15, 1600 you're saying.

19 MR. ZAAR: Yeah. Nobody has given me any kind
20 of breakdown as to what a new pole costs. I've
21 gotten no breakdowns on any single item. I mean, if
22 we're arguing over \$100, I'm wasting everybody's

1 time. But it's not my fault because I've never been
2 given any numbers, any costs, anything to make any
3 sense out of where the actual cost has been
4 incurred. So my only way of protecting myself is
5 defining each person's job.

6 JUDGE RILEY: Well, I'm not sure where we go
7 from here. I think that both of the companies have
8 gone a long way toward accommodating you.

9 MR. ZAAR: I'm not saying they haven't. I'm
10 just saying, the last meeting that we had they
11 accommodated me and they agreed to do these things.
12 And now in Page 3 at the bottom of the paragraph it
13 says -- there's one little sentence that leaves the
14 door wide open for Ameritech to still bill me to
15 move the pole.

16 JUDGE RILEY: And Ameritech, is that a policy
17 that can't be waived or won't be waived?

18 MR. HUTTENHOWER: Well, it's a lot easier for my
19 business people to say, okay we had, you know, an
20 X percentage markup for doing our work. We can make
21 that go away to get the cost down to Mr. Zaar. It's
22 a lot different thing when they're writing a check

1 for the cost of this new pole to Edison and I say,
2 Oh, yeah, make that go away, too. That's an actual
3 expense that we would be having in this situation.

4 JUDGE RILEY: Well --

5 MR. HAZLITT: Can I ask how much that actual
6 expense is?

7 JUDGE RILEY: Is that Mr. Hazlitt?

8 MR. HAZLITT: Yes.

9 JUDGE RILEY: Okay.

10 MR. HUTTENHOWER: Well, I think you're aware of
11 what it is, as well, since it's set by the overall
12 joint work agreement between the two companies.

13 JUDGE RILEY: Mr. Hazlitt, you want to know what
14 the figure is, don't you?

15 MR. HAZLITT: I think so.

16 JUDGE RILEY: What's the figure?

17 MR. HUTTENHOWER: I'm not -- I don't know this
18 contract to know what kind of propriety connections
19 are in it to say whether I should reveal what it is
20 or not. I don't know, Mr. Jacobs, you're probably
21 much more familiar with the contract than I am. I
22 just don't know if there's any proprietary

1 confidentiality restrictions in it.

2 MR. JACOBS: And to be honest with you I don't,
3 either. I mean, I think we can deal in approximate
4 numbers. I think the approximate cost of a pole
5 this size is about \$900.

6 MR. HUTTENHOWER: And so my understanding is
7 that that gets split between the two companies.

8 MR. JACOBS: That's my understanding as well,
9 right.

10 JUDGE RILEY: So you're saying that the
11 Complainant may end up with an additional \$450?

12 MR. JACOBS: No, not an additional one at all,
13 not from the way I understand his agreement with
14 Ameritech.

15 MR. HUTTENHOWER: And ComEd is not charging him
16 for our portion of that.

17 MR. JACOBS: Right.

18 MR. ZAAR: But ComEd is truly not bearing the
19 cost of relocating this pole. After all this round
20 and round we're back to, you're paying for half the
21 pole to ComEd, you're paying for half the pole to
22 Ameritech. Is that basically where we stand after a

1 month?

2 MR. JACOBS: I think basically where we stand
3 after a month is that we've reduced our charges to
4 you about \$1400.

5 MR. ZAAR: I agree. But what I'm saying is, the
6 last meeting what you told me was going to be done
7 is impossible, because there is no joint work
8 agreement. And I laid it out on the table saying,
9 If this happens, can we proceed without Ameritech?
10 And the real answer is, we cannot.

11 MR. JACOBS: And the real answer that I told you
12 before, I mean -- and my understanding is that the
13 joint work agreement is forthcoming to us now. It
14 has been signed. I don't have it in my fingers,
15 yet. But I told you before and I'll stand behind
16 this, you know, we will do our portion of the work
17 as we contracted with you to do.

18 MR. ZAAR: But if it's barely -- it's impossible
19 for you to put up half of a pole.

20 MR. JACOBS: No, we're going to put up the whole
21 pole. And if we have to eat the other half of it,
22 then we'll eat it. But we're going to do our work

1 as we promised we would.

2 MR. ZAAR: That's all I'm asking. Right now if
3 that happens, we're done. That's all I'm asking.
4 Because my understanding from the beginning of this
5 was, the cost to move the pole was included in that
6 \$1894, not half of it, not all of it. If we can do
7 that, I'll still stick with my agreement to
8 Ameritech. I'll sign off on everything. That's all
9 I was asking for was clarification regarding that,
10 and we can make it go away now.

11 MR. HAZLITT: But then, what are you objecting
12 to?

13 MR. ZAAR: I'm not. All's I want to do is not
14 pay Ameritech to move that pole. I agreed that
15 we, at an additional cost of a couple hundred
16 dollars to me, that I could have paid Ameritech to
17 remove the old pole, which I didn't expect to have
18 to do. All I'm saying is, I don't want to pay
19 Ameritech to put the new one in.

20 MR. JACOBS: But sir, all you would have been
21 paying us initially, was half the cost of installing
22 the pole anyway.

1 MR. ZAAR: Then the contract needs to be written
2 more carefully not say "relocate pole." That's all
3 I'm saying is, if I don't proceed with Ameritech,
4 you guys -- if you move that pole, you're going to
5 eat half of it because they have no joint work
6 agreement with you.

7 JUDGE RILEY: I thought --

8 MR. JACOBS: That's right. Right.

9 MR. ZAAR: To me -- I mean, I don't even want
10 Ameritech's service. I'm not even worried about
11 that right now. If that's what it takes to save me
12 \$500 to not agree with Ameritech, you -- then, let's
13 do that.

14 I'm just saying, it seems ridiculous
15 to make that be the only way that it works out, but
16 if that's what it has to be -- you know, I can
17 settle up with you guys, you can do your work, and I
18 can just settle up with Ameritech after you're done.

19 That's all I'm trying to understand,
20 is why I'm being penalized for trying to get all of
21 it to go away now.

22 MR. JACOBS: You're not being penalized. ComEd

1 has bent over backwards on this thing to try and
2 reduce the charges to you. And if we would have
3 billed you for this pole, we would have billed you
4 for half the installation cost of the pole and half
5 the installation cost of the removal and half the
6 installation of a new anchor and half the
7 installation of removing the old anchor, that's what
8 we would have billed you for. And, you know, we're
9 not billing you any pole, anchor, or anything like
10 that, related charges.

11 MR. ZAAR: But you are billing those charges to
12 Ameritech.

13 MR. JACOBS: I don't quite understand how that
14 enters the picture, what we're billing Ameritech.

15 JUDGE RILEY: Mr. Zaar, I mean, whatever --

16 MR. ZAAR: It comes back to me. If you should
17 bill Ameritech, it sweeps right back in my lap.

18 JUDGE RILEY: But that's ComEd's business with
19 Ameritech. I mean, that's the way they do business
20 and that's the way it is.

21 MR. ZAAR: The contract that I have it says,
22 relocate pole doesn't include relocating the pole,

1 that's all I'm saying. Their contract should
2 clearly state, remove a portion; 50 percent of the
3 cost of the pole; 50 percent cost of the guide
4 wires; 50 percent of the cost of removing the old
5 pole. As just a consumer, I have no way of knowing
6 that from the contract you gave me.

7 JUDGE RILEY: And this is the contract from
8 ComEd?

9 MR. ZAAR: Yeah. It has nothing about half. It
10 has cost to move their equipment.

11 I mean, I understand where you're
12 coming from. I'm sure that this is the way it
13 always is. It's not what's on that paper.

14 JUDGE RILEY: I don't know where we go from
15 here. Mr. Zaar, I don't know what it is that it's
16 going to take to satisfy you. I mean, what do you
17 want these parties to do now?

18 MR. ZAAR: What I want ComEd to do is I want
19 them to put the new pole in the new spot, put their
20 equipment on it for \$1894.

21 JUDGE RILEY: I thought they had agreed to do
22 that. They have repeatedly agreed to do that.

1 MR. ZAAR: Then, let them go ahead and do that
2 for \$1894. Because if I agree with Ameritech to let
3 them proceed with their work, I'm not only going to
4 get billed for their work, but I'm also getting
5 billed \$500 to put in the pole that ComEd says
6 they're taking care of in their agreement.

7 MR. JACOBS: And again, this is a decision that
8 Ameritech has decided to pass the cost along to you.

9 MR. ZAAR: I understand. But if I don't agree
10 with Ameritech, and I have no agreement with them,
11 ComEd is willing to put in the new pole.

12 JUDGE RILEY: You've said repeatedly,
13 Mr. Jacobs, that ComEd is going to go ahead with its
14 portion of the work.

15 MR. JACOBS: We will do that. Now, that's not
16 the course of action that we normally like to take
17 because we have joint work agreements with the
18 telephone company. However, we have signed a
19 contract with you to do our portion of the work. If
20 we cannot negotiate a joint work agreement will
21 Ameritech, we will proceed and do our portion of the
22 work. I stated that at the initial hearing and I'll

1 repeat that now.

2 JUDGE RILEY: Mr. Zaar, it seems to me that
3 whatever issues you have, you have with Ameritech
4 and not with Commonwealth Edison.

5 MR. ZAAR: No, ComEd has not charged me for
6 moving -- the counter cost of moving that pole in
7 their agreement.

8 JUDGE RILEY: They have not charged you the
9 entire cost and you're saying that the cost that has
10 not been charged is --

11 MR. ZAAR: Is about \$450.

12 JUDGE RILEY: -- is this amount that they are
13 going to pass along to Ameritech who's going to pass
14 it along to you.

15 MR. ZAAR: Correct. And if I have no agreement
16 with Ameritech, they have no way of passing it to
17 me. As Mr. Jacobs said, they'd be forced to eat it.

18 JUDGE RILEY: But there is a joint agreement in
19 the works, isn't there?

20 MR. JACOBS: That's my understanding. Yes.

21 MR. HUTTENHOWER: Yeah.

22 JUDGE RILEY: Okay. And there most likely will

1 be -- is it my understanding that these joint
2 agreements are, again, done in the usual and
3 ordinary course of business?

4 MR. HAZLITT: Yes, they are.

5 JUDGE RILEY: All right.

6 MR. ZAAR: You know what, guys, I can't
7 afford -- I feel like I've been lied to in the last
8 meeting. And if you look at those last transcripts
9 and can tell me, that with a good conscious, what
10 you understood or what I misunderstand from the last
11 meeting was that I was going to pay Ameritech to
12 move half that pole, after you reread those
13 transcripts, I will be more than happy to pay it. I
14 want you both to read those, that's all I ask. I'll
15 pay the full amount. I want you to both read the
16 last one, both of the attorneys, and see if there's
17 anyway from the last meeting that I misunderstand
18 that I'm still paying Ameritech to move half of that
19 pole.

20 JUDGE RILEY: Okay.

21 MR. ZAAR: If you cant tell me that in good
22 conscious and just call me and say to me, Mark, I

1 read it and that's how I understood it, I'll pay
2 you. That's all I'm asking at this point. I'll pay
3 you because I am an idiot then. I did not
4 understand that from the last meeting. I was very
5 careful in how I said things, and careful in how I
6 asked things and that is not how they're coming out
7 right now.

8 But if you both can look at that and
9 you both can tell me that, I will sign anything you
10 get to me in the next few days. That's all I ask,
11 review them and call me back, is that fair enough?
12 And you'll get all your releases, and that's fine.
13 I can afford to pay it. I'm getting bent over the
14 barrel. You're playing games with words, hiding
15 them into the contract and the release agreement,
16 just to bill me through a back door. Go ahead, you
17 win. Send me the papers.

18 JUDGE RILEY: All right --

19 MR. ZAAR: Read them and call me and tell me you
20 both think that that's what the last meeting was
21 about and I will just sit there and smile and sign
22 your documents.

1 JUDGE RILEY: All right, gentlemen, let's --
2 Mr. Huttenhower, do you have anything further to add
3 to this with regard to Ameritech's position?

4 MR. HUTTENHOWER: At this point I'm not sure
5 whether Mr. Zaar wants us. He seems to want Edison
6 to proceed regardless.

7 MR. ZAAR: You know what, people --

8 MR. HUTTENHOWER: I'm not sure if he wants us to
9 proceed or not.

10 MR. ZAAR: -- I would like both attorneys to
11 proceed. I would like both documents sent to me.
12 The only thing that I ask is both attorneys look at
13 the transcripts from the last meeting, which should
14 take about 15 minutes, read them and see if that is
15 what was decided at the last meeting. If that's
16 truly what was agreed upon at the last meeting, I
17 would just like a phone call saying that, We've
18 reviewed it, that's how we understood it. And I
19 want you to call me and say that to me in person and
20 I'll sign the documents.

21 I'm asking for 15 minutes of your
22 attorney's time. I've already wasted 45 minutes of

1 your time today. We can put it to bed in 15 more
2 minutes. I'll pay it. I'll pay the \$2,000. You
3 win. You all win. I just want you both read it and
4 tell me that that's how you understood it from the
5 last meeting.

6 JUDGE RILEY: Well, do you know that it's going
7 to cost the full \$2,000?

8 MR. ZAAR: It doesn't matter. If it does, I'm
9 still willing to pay up to that. And by now when we
10 add the other 500, it probably will. It probably
11 was before.

12 I just -- if you read the documents
13 from the last meeting and could honestly tell me
14 that that's what was decided, I will sign everything
15 that's in my possession as it is, with the not to
16 exceed 2,000, with everything the way you want it
17 and we're done. I just would like the decency of a
18 phone call and I want you guys to tell me straight
19 up that that's how I should have understood it from
20 the last meeting, because I don't think you'll be
21 able to when you read those transcripts. If you
22 can, fine. If you can't, I'd like the contract

1 changed to reflect that.

2 JUDGE RILEY: Okay. One of the things I want to
3 know, Mr. Zaar, do you have a contract with
4 Ameritech at this time --

5 MR. ZAAR: Yes.

6 JUDGE RILEY: -- to do any of this work?

7 MR. ZAAR: Yes.

8 JUDGE RILEY: Now, does that --

9 MR. ZAAR: I haven't signed a release with
10 Ameritech nor have I signed a release with ComEd.

11 JUDGE RILEY: Does the contract you have with
12 Ameritech, does that say that they're going to pass
13 that cost along to you, that is going to be billed
14 from ComEd?

15 MR. ZAAR: Ameritech's contract states, let me
16 find it here -- you know, right now I don't have it
17 in front of me.

18 Jim, do you, by any chance, have a
19 copy of the one that was faxed back and signed?

20 MR. HUTTENHOWER: Let's see, going by the dates
21 of what I have, this one says, Relocate joint pole
22 at the address. Ameritech will be responsible for

1 transferring cable TV's facilities to new joint
2 pole. Ameritech will remove the old pole once all
3 facilities have been vacated. Commonwealth Edison
4 is responsible for placing new joint pole. By
5 signing this agreement, customer agrees to be billed
6 actual charges up to and not to exceed 2000.
7 Customer will prepay a thousand. Customer will then
8 be billed actual charges upon completion. Customer
9 will pay balance or issued a refund. This total
10 bill will not exceed 2,000.

11 MR. ZAAR: Right, that's what I signed.

12 JUDGE RILEY: So it doesn't specifically address
13 the issue of any charges that are submitted from
14 ComEd to Ameritech and Ameritech to the Complainant,
15 is that correct? I mean, the contract does not
16 specifically address that.

17 MR. HUTTENHOWER: No, I suppose it would be
18 encompassed in the phrase "actual charges."

19 JUDGE RILEY: Right.

20 Well, I don't know if the parties can
21 iron this out themselves or not. We've reached an
22 impasse here --

1 MR. ZAAR: I mean, it's ironed out. It is
2 ironed out. All's I want is, I would like both
3 lawyers to review the last one. If you can tell me
4 straight up that this, what I'm paying for right now
5 is what was agreed on the last meeting, I'll sign
6 it, and that's it. Just be honest with me. If you
7 can tell me it's not what happened the last meeting,
8 we changed our positions, be honest with me, I'll
9 still sign it. I just feel like this is not what
10 was discussed at the last meeting.

11 JUDGE RILEY: All right.

12 MR. ZAAR: You win. You all win. You all get
13 your money. You're all done with me. I'm signing
14 it. I just want you guys to have a little distrixxes
15 of conscioxxs and look at it and see if that's what I
16 was told a week ago, because I don't believe that's
17 what I was.

18 JUDGE RILEY: Okay. I don't know if Counsel is
19 going to be willing to do that. I don't know where
20 they're going to go from here.

21 MR. HAZLITT: I don't think the transcript is
22 ready, yet, in any event.

1 MR. ZAAR: At this point I can wait.

2 You know, it doesn't matter. I'm
3 going to end up paying it. Go ahead and sign it.
4 Forget it. You guys win. I'm done with you. Send
5 it all to me, I'll sign it. I'll send all the
6 releases. And, you know, go ahead, be happy you
7 beat me on this. I'm fine with it. Let's be
8 putting it to bed. I'm wasting more time. I'm
9 going to get nowhere with you.

10 JUDGE RILEY: Well, from my standpoint --

11 MR. ZAAR: Again, we're done.

12 JUDGE RILEY: Are you absolutely certain of
13 that?

14 MR. ZAAR: I'm positive. We're done. Please
15 send me the copies -- the Fed-Ex copy I have, Walter
16 Hazlitt, I'll sign it. Ameritech hasn't asked me to
17 sign any other documents. As far as I know, I'm
18 okay with you guys, is that correct, Jim?

19 MR. HUTTENHOWER: Assuming we have been able
20 to -- if we had left this conference all happy, I
21 probably would asked that you sign some sort of
22 stipulation to dismiss the complaint.

1 MR. ZAAR: Fine. I'll sign it.

2 I'm not upset with you. I'm just
3 upset with the way the circle comes around and I
4 still end up paying for it after three months of
5 fighting it. So you know what, it's all over. It's
6 not worth any more of my time. It's not worth any
7 more of your time. It's not even worth any more of
8 the Examiner's time. We're done. I'll sign your
9 document. I'll Fed-Ex the one back from ComEd
10 tomorrow because it's at my house. If you want to
11 fax or Fed-Ex to me the one from Ameritech, I'll
12 sign it. It's over.

13 The attorneys aren't willing to look
14 at what said before and what was said before and see
15 if there was a possible error on their part, fine,
16 you guys win. Is that good by everybody?

17 JUDGE RILEY: Mr. Hazlitt?

18 MR. HAZLITT: I don't know what response we're
19 supposed to have.

20 MR. ZAAR: The only response I want is, sign the
21 agreements and the work will proceed in a timely
22 fashion.

1 I'm sorry I'm showing my disgust, but
2 that's what it is. And I'm willing to pay it. I'm
3 willing to sign it. I'm willing to abide by it, and
4 you'll have it on the record.

5 JUDGE RILEY: Was that charge part of the
6 agreement last -- at the last session, because I
7 don't specifically recall one way or the other?

8 MR. JACOBS: I honestly don't think it was
9 specifically discussed.

10 JUDGE RILEY: Okay.

11 MR. ZAAR: Because I said specifically, ComEd is
12 responsible entirely for the new pole and ComEd
13 said, Yes, we are. And if you can't find that in
14 the record, then I'm sorry I'm misspeaking right
15 now. And you know what, for \$500 I don't want it to
16 go another week, another month.

17 JUDGE RILEY: But how does ComEd making that
18 remark obviate that charge? I mean, how -- I mean,
19 what's the connection?

20 MR. ZAAR: Because if they're entirely
21 responsible for it, they shouldn't be billing
22 Ameritech.

1 JUDGE RILEY: But that's their business with
2 Ameritech. We've been over this. Whatever their
3 contracts and agreements are with Ameritech is
4 strictly between ComEd and Ameritech.

5 Your issue, Mr. Zaar, is whether or
6 not Ameritech should pass that cost along to you.
7 It's not ComEd, it's Ameritech.

8 MR. ZAAR: Okay. Well, if that's the way it is,
9 that's the way it is. The way I see it is, I paid
10 ComEd to move the entire pole. What they should be
11 doing is paying half of that cost back to Ameritech
12 for their share.

13 MR. JACOBS: You know that's -- this is Bob
14 Jacobs, again. You know, that's not really a fair
15 representation of this, because, you know, we had
16 costs exceeding \$3200 on this.

17 MR. ZAAR: And like I said, I appreciate
18 everything you've done. I'm fine with it. Let's
19 just leave it.

20 JUDGE RILEY: Mr. Jacobs, finish your remarks.

21 MR. JACOBS: Sure. Thank you.

22 And we decided, as a customer

1 accomodation, to substantially reduce our charges.
2 We elected to do this as if we were relocating the
3 pole. In other words, pulling the pole up and
4 setting it in a different position, which we really
5 can't do. But that's the way we elected to bill you
6 to substantially reduce the charges for you. So we
7 are putting in a new pole for nothing, really. And
8 we are not billing you for Ameritech to remove the
9 pole. We are not billing you for us to put in a new
10 anchor nor for Ameritech to remove an old anchor.
11 We have substantially reduced our charges here in an
12 accommodation to you.

13 And it says very clearly in our
14 agreement that you signed with us, that there may be
15 charges with other utilities that are not reflect ed
16 on this statement here. Now, I don't know how much
17 more clear we can be from our position.

18 MR. ZAAR: And I've already stated that as a lay
19 person, if it would have said half of the charges, I
20 would have understood it a lot more clearly. I'm
21 saying, I'm ignorant to these things. I'm not
22 sophisticated enough to understand them. So I've

1 lost my argument. My argument was evidently
2 invalid.

3 So please proceed. Please send me the
4 release, if Ameritech needs one. The one from ComEd
5 will be copied and Fed-Ex back to you and please
6 finish the proceeding. Because I can't -- you've
7 worn me down. I cannot go on any further with this.

8 JUDGE RILEY: I think the parties in the three
9 status sessions that we've had have made a very
10 clear record as to what their positions are. If
11 there's dissatisfaction, there's dissatisfaction.

12 I want you to get your calendars out.
13 I'm not going to set another status in this matter.
14 Either I am going to get a stipulation and a motion
15 to dismiss from the parties that everything has been
16 taken care of or else we are going to go to hearing.
17 And I'm going to set this matter for August 29 at
18 10:00 a.m. If I don't have a stipulation and motion
19 to dismiss, then I expect the parties to all be here
20 and we will go to hearing on the evidence.

21 Is there any problem with the 29th?

22 MR. HAZLITT: This is Walter Hazlitt. There is

1 no problem for me.

2 JUDGE RILEY: Mr. Huttenhower?

3 MR. HUTTENHOWER: My calendar is clear that day.

4 JUDGE RILEY: Mr. Zaar?

5 MR. ZAAR: No problem.

6 JUDGE RILEY: All right. So work it out one way

7 or the other or I expect to see all of you here on

8 August 29 at 10:00 a.m. and we will proceed to

9 hearing.

10 Thank you very much.

11 MR. ZAAR: Thank you.

12 MR. HAZLITT: Thank you.

13 MR. HUTTENHOWER: Thank you.

14 (Whereupon, the matter

15 was continued to

16 August 29, 2001.)

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21

22

CERTIFICATE OF REPORTER

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

CASE NO. 01-0406

TITLE: MARK CZAR v COMMONWEALTH EDISON COMPANY
and ILLINOIS BELL TELEPHONE COMPANY

I, TERESANN B. GIORGI, do hereby certify

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2001, that the foregoing 52 pages are a true and

correct transcript of my shorthand notes so taken as

aforesaid, and contains all the proceedings directed

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to conduct the said hearing to be stenographically

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Dated at Chicago, Illinois, this 25th

day of July A.D. 2001.

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